

EXPRESSION OF INTEREST

EOI #ADM-2019-001



October 16, 2019

POTENTIAL SALE OF 50 KING ST. AND 399 RIDOUT ST. N.

Deadline for Receipt of Expression of Interest Submissions: Thursday, November 7, 2019 by 12:00 p.m.

Expression of Interest Submissions are to be addressed to the County of Middlesex with "EOI #ADM-2019-001, POTENTIAL SALE OF 50 KING ST. AND 399 RIDOUT ST. N." marked on the envelope and submitted to the receptionist at the County Building, 399 Ridout Street North, London, ON N6A 2P1.

Administrator for the Expression of Interest process is:

Bill Rayburn, CAO - cao@mdsx.ca

399 Ridout Street N. London, ON N6A 2P1 • T: (519) 434-7321 • F: (519) 434-0638

A: THE OPPORTUNITY

Middlesex County is interested in providing an opportunity for the potential sale of the premier properties in southwestern Ontario, located at 50 King Street and 399 Ridout St. N. in London, Ontario. The Properties are shown on the Survey included in the Document Repository.

The opportunity for potential purchase is conditional on:

- 1) Middlesex County Council first resolving to confer upon a respondent to this Expression of Interest, an Award of having the opportunity to enter into exclusive negotiations to potentially enter into an Agreement of Purchase and Sale to purchase the Properties; and
- 2) A negotiated Agreement of Purchase and Sale being approved at County Council at a County Council meeting subsequent to November 12, 2019.

The Properties are designated 'Downtown Area' on Schedule 'A' of the City of London Official Plan and are designated 'Downtown' on Map '1' of the London Plan. Under either Official Plan, a variety of office uses are permitted and encouraged on the Properties.

The Properties have dual zoning, however, the use of the Properties for offices is permitted by the current zoning.

399 Ridout Street N. is zoned 'Heritage (HER)', 'Community Facility 1 (CF1)', 'Downtown Area 2 (DA2)', 'Density 350 (D350)', and 'Height 15 (H15)'. This parcel is approximately 10,768.897 m² (approximately 2.66 acres) in size.

50 King is zoned 'Downtown Area 1 (DA1)', 'Density 350 (D350)', and 'Height 15 (H15)' with a Bonus 36 provision (increased density of 750 units per hectare and increased height of 95 metres) and Holding provisions (h-3, h-5, h-18, h-149, h-207). This parcel is approximately 5,161.758 m² (1.28 acres) in size.

The Properties include 153 surface parking spots that can be allocated as per the needs of each parcel. The access to the parking area is gate controlled.

There are thousands of private and public parking spaces available in very close proximity to the Properties, as well as on street parking immediately adjacent to the Properties. There are also 18 current LTC bus routes that fall within a 400m radius of the Properties.

50 King, which is currently tenanted by the MLHU, has great visibility on the corner of King and Ridout streets with pass by traffic in excess of 14,000 vehicles per day. There is ample opportunity to add architectural improvements to the exterior of the building located at 50 King.

The historic and beautiful forks of the Thames River marks the birthplace of London and the location of the cornerstone building, the County Courthouse at 399 Ridout St N. The County Courthouse and restored jail is a tourist attraction, popular spot for wedding and other photography, and it is one of the most easily recognizable structures in southwestern Ontario.

Both buildings on the Properties are located in areas of high pedestrian and vehicular traffic. As well this campus has excellent visibility to the forks of the Thames River, which will be the focus of extensive improvements by the City of London.

The Properties are directly adjacent to the extensive City of London walking and biking trails, and being at the forks of the Thames River make the site easily accessible by these trails from all directions. On street cycling is available on both Ridout and King Streets, which connects to the City of London cycling network.

The Properties are immediately adjacent to the forks of the Thames River and the extensive off road trail system. Downtown London has hundreds of shops, restaurants and other facilities, too many to list. The site is immediately adjacent to Budweiser Gardens, the premiere entertainment facility in southwestern Ontario, which hosts world-class events and is home to the London Knights, one of the most successful hockey teams in the history of the Ontario Hockey League.

As set out in the Terms, Requirements, and Conditions of this EOI below, any potential sale of the Properties will only be for both 50 King St. and 399 St. N., arranged through negotiations with one (1) representative who holds themselves out as and warrants being a lawful representative of a respondent providing an EOI Submission, regardless if the business group is one corporation or business or has multiple business partners. It is possible for the Properties to be transferred into the same or separate ownership, given the Severance of the Properties demonstrated by the severance of the Properties confirmed in the Consent Certificate. Any potential sale of the Properties will be with the Properties in an as is, where is condition. The County in this EOI reserves the right to refuse any and all EOI Submissions, to not sell the Properties at all, and to cancel this EOI process in its entirety without being responsible for any alleged damages to potential purchasers. In any potential APS, the County will not be providing any representation or warranties of any kind whatsoever with respect to the Properties, including without limitation, any representations or warranties as to that status of the properties, future intended uses, permissions, zoning, building permits, environmental condition, or archaeological clearances. The County does provide ample opportunity in this EOI for all respondents providing EOI Submissions to satisfy themselves with respect to the above noted items. Any future re-development of the Properties is subject to the owner obtaining all necessary development permits, business licenses, and other applicable approvals from the City of London.

B: TERMS, REQUIREMENTS, AND CONDITIONS OF THIS EXPRESSION OF INTEREST

1: Definitions

In this EOI, including the Opportunity section above, the following terms have the following meanings:

“50 King” means the property shown as Part 2 on the Survey provided in the Document Repository, more particularly described as PT LT 21, 22 AND 23 N KING STREET, DESIGNATED AS PART 2 AS IN PLAN 33R-19880; FORMERLY IN THE COUNTY OF MIDDLESEX, NOW IN THE CITY OF LONDON, BEING PART OF PIN 08322-0008(LT) and currently being held by Middlesex County’s Economic Development Corporation.

“399 Ridout St. N.” means the property shown as Part 1 on the Survey provided in the Document Repository, more particularly described as PT LT 21 AND LT 22, 23 AND 24 S DUNDAS STREET AND PT LT 21,

22, 23 AND LT 24 N KING STREET, DESIGNATED AS PART 1 AS IN PLAN 33R-19880; FORMERLY IN THE COUNTY OF MIDDLESEX, NOW IN THE CITY OF LONDON, BEING PART OF PIN 08322-0008(LT).

“APS” means any potential APS for the purchase of the Properties.

“Award” means a resolution passed by County Council providing a respondent to this EOI the opportunity to enter into exclusive negotiations with the County to potentially enter into an Agreement of Purchase and Sale to purchase the Properties.

“Consent Certificate” means the Certificate confirming the *Planning Act* severance of the Properties, dated March 23, 2018, which is included in the Documentary Repository.

“County” or “Middlesex County” means the Corporation of the County of Middlesex, being duly incorporated upper-tier municipality in the province of Ontario, Canada, governed by Warden and Council and operated by administration.

“County Website” means www.middlesex.ca.

“Document Repository” means the electronic document repository link referred to on the County Website under the heading of “Potential Sale of 50 King St. and 399 Ridout S. N.”, available to all those interested in potentially making a EOI submission upon endorsement of the acknowledgement and agreement set out on the County Website.

“Expression of Interest or EOI” means this document inclusive of all definitions and provisions contained therein.

“EOI Submission” means a submission made by a respondent to this EOI.

“Mandatory Requirement” has the meaning described in section 3:a) of this Expression of Interest.

“Municipal Act” means the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced.

“Municipal Freedom of Information and Protection of Privacy Act” or “MFIPPA” means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended or replaced.

“Properties” means 50 King and 399 St. N., collectively.

“Rated Requirement” has the meaning described in section 3:b) of this Expression of Interest.

“Substantial Compliance” has the meaning as set out in section 3:c) of this EOI.

“Survey” means Registered Plan #33R-19880, which is included in the Document Repository.

“Tests or Testing” means any and all tests and surveys with respect to soil, geotechnical, archaeological, environmental tests, building condition, or other tests or surveys that Respondents to this EOI request to conduct at 100% their own expense.

2: EOI Submission

Potential purchasers MUST submit an EOI Submission in a sealed envelope which includes all of the mandatory requirements set out in this EOI, subject to the doctrine of Substantial Compliance set out in 3c) of this EOI. The sealed envelope must be addressed to the County of Middlesex with “EOI #ADM-2019-001: POTENTIAL SALE OF 50 KING ST. AND 399 RIDOUT ST. N.” on the envelope. EOI Submissions will be accepted until **12:00 p.m. on Thursday, November 7, 2019**. The sealed envelopes will be opened at the Middlesex County Offices by the Administrator on Thursday, November 7, 2019 at approximately 1:00 p.m. The Administrator will proceed to review the submissions and draft a closed report for County Council’s November 12, 2019 meeting. The EOI Submissions will then be considered by County Council in closed session during its November 12, 2019 meeting, justified pursuant to section 239(2)(c)(l) and (k) of the *Municipal Act*. County Council shall rise and report in open session at its November 12, 2019 Council meeting and render a decision as to whether or not County Council determines: to render an Award pursuant to this EOI; that it does not wish to sell the Properties; that it wishes to cancel the EOI process; or that it wishes to defer its decision. In the event a resolution providing an Award occurs, an aggregated report respecting the confidentiality of the EOI submissions will be provided by Council for the public. Beyond the aggregated report, County Council will not comment further into questions concerning the particulars of EOI Submissions. During the week of November 18, 2019, the County’s CAO will be available to provide to respondents, upon request, feedback summary on the strengths and weakness of its own EOI Submission as determined by County Council, while respecting the confidentiality of all EOI Submissions.

Important Note: Any EOI Submissions which do not include the mandatory requirements of this EOI, subject to the doctrine of Substantial Compliance, and/or do not propose the purchase of both 50 King St. and 399 Ridout St. N. shall be considered non-compliant with this EOI and will not be considered by County Council.

3: EOI Content and Doctrine of Substantial Compliance

This EOI includes both mandatory and rated requirements. The County requests EOI Submissions which:

- i. confirm and demonstrate compliance with all of the stated mandatory requirements; and
- ii. should address or respond to each of the stated rated requirements.

a) Mandatory Requirements

Mandatory requirements are expressed in this EOI using terms such as “**must**” or “**shall**” and are followed by the letter **(M)** in section 6 of this EOI.

These mandatory requirements will be understood to constitute imperative requirements of the County with respect to this EOI. Respondents are required to provide a clear response to each mandatory requirement item in their EOI Submission. If a mandatory requirement is not provided in an EOI Submission, that EOI

Submission will be considered non-compliant with this EOI request and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (see Evaluation Methodology in section 6 of this EOI) unless the doctrine of substantial compliance (as defined in this EOI) is deemed to apply by the County in its sole and absolute discretion.

If a Respondent believes that a mandatory requirement is not technically feasible, is not in line with industry standards, or contradicts other requirements, the Respondent should state so in writing to Bill Rayburn (cao@mdlsx.ca) on or before Wednesday, October 23, 2019 at 12:00 p.m. such that the concern may reasonably be addressed by the County at its sole and absolute discretion through an Addendum, pursuant to section 12 of this EOI.

b) Rated Requirements

EOI Submissions will be evaluated and scored by County Council pursuant to the Evaluation Methodology set out in section 7 of this EOI. The Rated Requirements Best Value Evaluation Criteria rates how beneficial or advantageous to the best interests of the County that the characteristics of the EOI Submission addresses the mandatory requirements provided in EOI Submissions based on a “best overall value”. Rated requirements in this EOI are followed by the letter (**R**) in section 6 of this EOI and will be assessed/scored by the County in accordance with the Rated Requirements Best Value Evaluation Criteria set out in section 7b of this EOI.

Note to Respondents: It is essential that EOI Submissions are stated in a clear and concise manner. Failure to provide complete information as requested will be to a Respondents' disadvantage.

c) Doctrine of Substantial Compliance

While it remains the County’s prerogative in its sole and absolute discretion to exclude any EOI Submission from further evaluation or consideration for having failed to meet a mandatory requirement, the County nevertheless reserves the right in its absolute and sole election to determine that an EOI Submission substantively complies with a mandatory requirement. In such a case, substantive compliance means where the response in the EOI Submission or the EOI Submission itself:

- i. accomplishes a mandatory requirement using an alternative method than that envisaged by the County; and
- ii. the degree that the EOI Submission is apparently non-compliant with the specified requirement is considered by the County to be minor and not material to the intent of the County’s request of this EOI.

4: Award of Negotiation

The County reserves the right to accept or reject any and or all EOI Submissions and/or to cancel this EOI in its entirety either prior to the receipt of EOI Submissions, after the receipt of EOI Submissions, or after declaring an Award without providing reasons, should such be determined by County Council to be in its best interest of the County in its sole and absolute discretion. Should only one EOI Submission be received, the County reserves the right to reject it.

The County does not guarantee that any EOI Submission will lead to an Award to exclusively attempt to negotiate a potential Agreement of Purchase and Sale concerning the Properties or that any respondent to this EOI who does receive an Award will subsequently succeed in entering into an Agreement of Purchase and Sale approved by County Council. In the event an Award is conferred by Council in response to EOI Submissions, the Award is the right to attempt to negotiate a potential Agreement of Purchase and Sale which may be approved by County Council.

In the event an Award is conferred by County Council to this EOI but the end result of negotiations is not an Agreement of Purchase and Sale approved by County Council, the County reserves the right and ability to commence negotiations with the next highest scoring respondents' submission to this EOI.

Regardless of whether or not an Award is conferred by County Council pursuant to this EOI and in the event that no Agreement of Purchase and Sale is approved by County Council for whatever reason, the respondent in endorsing the EOI Response Form to this EOI (pg. 15-16) does hereby acknowledge that no damages or liability flow from any inability for an Agreement of Purchase and Sale to be reached and does hereby release and hold completely harmless the County, its Warden, Councillors, officers, directors, employees, legal counsel and agents from any costs, expenses or damages incurred by the bidder in preparing an EOI or negotiating with the County.

5: Cancellation of This EOI

The County reserves the right to not resolve to issue and Award and to reject any and all EOI Submissions. The County reserves the right to cancel this EOI at any time for any reason and the County is under no obligation to provide reasons for cancelation. Should the County exercise its right to cancel this EOI, respondents to this EOI hereby agree that regardless of whether or not an Award is conferred by County Council and in the event that no Agreement of Purchase and Sale is approved by County Council for whatever reason, no damages or liability flow from the inability for an Agreement of Purchase and Sale to be reached and does hereby release and hold completely harmless the County, its Warden, Councillors, officers, directors, employees, legal counsel and agents from any costs, expenses or damages incurred by the Respondent preparing EOI Submissions or negotiating with the County.

6: Mandatory and Rated Requirements of This EOI

EOI Submissions **must (M)** at minimum, provide the following to be compliant with this EOI, subject to the Doctrine of Substantial Compliance:

a) A Detailed Financial Submission for the Potential Purchase of the Properties (M, R)

Respondents to this EOI **MUST** set out in their EOI submission a detailed financial submission which includes:

i: the proposed purchase price that the Respondent is willing to pay for the purchase of the Properties collectively, exclusive of Harmonized Sales Tax, Land Transfer Tax, and legal costs;

- ii: a proposed deposit amount and whether such deposit amount would be proposed to be refundable or not. In the event payments are proposed in phases, the proposed timing of such phases;
- iii: how the respondent would propose for all legal costs of the proposed transfer for both parties, would be paid (100% payable by Buyer, 100% payable by the Seller, or on a shared basis?)
- iv: A proposed draft Chattels and Fixtures clause that the respondent would like to be included in any potential APS, which would set out which chattels and fixtures would be included and excluded in a proposed transaction.

b) As is, Where is Condition of Potential Purchase (M)

The County requires that any potential purchase of the Properties be in as is, where is condition. EOI Respondents shall confirm in any EOI Submission that it would propose to purchase the Properties in as is, where is condition. Should an EOI Submission not confirm that the proposed sale will include the Properties in as is, where is condition, the EOI Submission will not be compliant with this EOI and will be unable to be scored.

It is acceptable for the as is, where is condition to be subject to a due diligence self-satisfaction conditions of a potential purchaser, but such due diligence self-satisfaction conditions will be rated under section 6c) below.

c) Due Diligence Self-Satisfaction Conditions of Potential Purchase and Proposed Transaction Timeline (M, R)

EOI Respondents shall clearly set out all the due diligence self-satisfaction conditions that the Potential Purchaser would require in a potential Agreement of Purchase and Sale to purchase the Properties, including without limitation, any and all Tests or Testing required, as defined herein, and which (if any) types of documents would be requested beyond those contained in the Documentary Repository by a proposed purchaser in the event of a potential sale.

EOI Respondents shall clearly set out the number of days it would require from the date EOI Submissions are due to complete all of its Due Diligence Self-Satisfaction Conditions in section 6c) above. EOI Respondents shall also set out a proposed a Completion (closing) date for a proposed transaction.

d) Statement that the Respondent Proposes is committed to the preservation of the Heritage designation of 399 Ridout St. N. (M)

EOI Respondents must confirm in their EOI Submissions that they are committed to preserving the heritage of 399 Ridout St. N.

e) How the Potential Purchaser Proposes to be Use the Properties (M, R)

EOI Respondents shall provide in their EOI Submissions a description of how the Respondent intends to use the Properties.

f) Leasehold Opportunity for County Municipal Offices (M, R)

EOI Respondents shall provide a leasehold opportunity for the County to lease space on the Properties for its Municipal Offices.

g) Confirmation of No Lending or Borrowing from the County (M)

The conditions proposed to be imposed on the County **shall not** include any provision which proposes that the County give of lend property of County, including money, or guarantee borrowing from the County as part of any Agreement of Purchase and Sale.

h) EOI Response Form (Acknowledgement) (M):

A completed and endorsed original EOI Response Form must be submitted in the EOI Submission envelope.

Important Note: *Any EOI Submissions which do not include an endorsed EOI Response Form shall be considered non-compliant with this EOI and will not be considered.*

7: Evaluation Methodology

a: Examination for Compliance with Mandatory (M) Requirements

EOI Submissions will first be examined for compliance with the mandatory requirements of this EOI. If a mandatory requirement is not provided in an EOI Submission, that EOI Submission will be considered non-compliant with this EOI and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (section 7b) of this EOI) unless the doctrine of Substantial Compliance (as defined in this EOI) is deemed to apply by the County in its sole and absolute discretion.

b: Rated (R) Requirements Evaluation Criteria

The rated requirements of compliant EOI Submissions will be evaluated under the Rated Requirements Evaluation Criteria provided in the table below. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the mandatory responses provided in EOI Submissions meet the County's needs based on a "best overall value" rated formula.

The EOI Submission which includes the highest price proposed to paid for the Properties or any EOI Submissions at all will not necessarily be accepted by the County. Should an EOI Submission receive an Award to be able to attempt to negotiate a potential Agreement of Purchase and Sale with County Council, the basis

of the Award will be the EOI Submission that provides the best overall value as determined by the exercise of the Rated Requirements Best Value Evaluation Criteria.

The County reserves the right to accept or reject any and or all EOI Submissions and/or to cancel this EOI in its entirety for final cancellation or potential reissue either in advance of or following the receipt of EOIs without providing reasons should such be determined by the County in its sole and absolute discretion to be in its best interest. Should only one EOI Submission I be received, the County reserves the right to reject it.

ITEM	ORIGIN	RATED REQUIREMENTS EVALUATION CRITERIA (BEST VALUE)	EVALUATION WEIGHING
1.	6a	<p>Detailed Financial Submission for the Potential Purchase of the Properties – 80 points</p> <p>Purchase Price (75 points): The higher the price proposed to be paid for the purchase of the Properties collectively, exclusive of Harmonized Sales Tax, Land Transfer Tax, and legal costs, the greater the number points will be received by the Respondent in the evaluation for this part.</p> <p>Deposit and Payments (3 points): The higher the price of the deposit and certainty and ease for the County of the phasing of payments proposed, the greater number of points will be received by the Respondent in the evaluation for this part.</p> <p>Legal Costs (1 point): The least amount of legal costs to be paid by the County in any proposed transaction, the greater the number points will be received by the Respondent in the evaluation for this part.</p> <p>Chattels and Fixtures (1 point): The greater extent to which a proposed Chattels and Fixtures clause provides the County with input, control or discretion over which chattels and fixtures that will be included and excluded in a proposed transaction, the greater the number of points will be received by the Respondent in the evaluation for this part.</p>	80%
2.	6c	<p>Due Diligence Self-Satisfaction Conditions of Potential Purchase and Proposed Transaction Timeline - 10 points</p> <p>Conditions (8 points): The least onerous number and content of conditions and additional documents required by potential purchasers over and above those in the Document Repository, including without limitation, any and all Tests or Testing required, as defined herein, will receive the highest points in the evaluation for this part. Willingness for potential purchasers to purchase the Properties on an unconditional basis and with no additional documents beyond those in the Documentary Repository would receive the most points in the evaluation for this part.</p>	10%

		Timeframe (2 points): The shortest timeframe in which a Potential Purchaser in its EOI Submission is able to confirm that it will complete their due diligence by and the sooner the Completion (closing) date will receive the most points in the evaluation for this part. Unconditional purchases with a closing date soon would receive the most points for this section.	
4.	6e	How the Potential Purchaser Proposes to be Use the Properties – 5 points The greater the extent to which the EOI Submission demonstrates proposed use(s) for the Properties which is in accordance with the provisions of the London Plan, provides an economic benefit for community, and/or enhances of the heritage of 399 Ridout St. N. would receive the most points for the evaluation of this part.	5%
6.	6f	Leasehold Opportunity for County Municipal Offices – 5 points The extent to which the proposed terms of a leasehold opportunity for the County for its Municipal Offices is beneficial to the County, its service delivery, and its employees will receive the most points in the evaluation for this part.	5%
TOTAL:		100 points	100%

8: Document Repository Link

The County has assembled a Document Repository of documents in the possession of the County which are related to the Properties, which can be provided electronically in the form of a link. Documents in the Document Repository include but are not limited to legal survey; geotechnical, environmental, transportation and heritage reports; urban design brief; zoning by-law; site and building layouts; and exterior renderings. The County at its discretion may amend the documents in the Document Repository during the EOI process without issuance of individualized notices to respondents. Where there are amendments to the Document Repository, the update will be indicated noted on the County Website only. It is 100% the responsibility of the respondents to this EOI to keep tabs on the Document Repository and to check the documents on the Document Repository before submitting their EOI Submissions.

The documents provided by the Corporation of the County of Middlesex through its Document Repository link include documents provided for convenience of those interested in responding to this Expression of Interest. In submitting an EOI Submission with respect to any potential sale of the Properties, the responders to this Expression of Interest hereby confirm that the Corporation of the County of Middlesex does not provide any representation or warranty of any kind whatsoever with respect to the Properties, including without limitation, any representations or warranties as to that status of the Properties, future intended uses, permissions, zoning, building permits, environmental condition, soil condition, geotechnical condition, building condition, or archaeological clearances and that any respondent, should an Award be conferred and

an APS be entered into, they will satisfy themselves as to the status of the Properties, future intended uses, permissions, zoning, building permits, environmental condition, soil condition, geotechnical condition, building condition, archaeological clearances, etc.

9: Viewing, Inspection and Testing

All Respondents to the EOI/Potential Purchasers are encouraged to inspect the Properties throughout the EOI process to assist them in making determinations for themselves as to what to include in their EOI Submissions. Viewing, inspection, and/or the conducting Tests on the Properties are available to all EOI Respondents by the Respondent arranging such viewing, inspection and/or Testing with the Administrator of this EOI.

10: Confidentiality and Freedom of Information

Respondents hereby acknowledge that any and all information relating to the business and affairs of the County which are not a matter of public record is confidential for the County and hereby warrants that it shall maintain the confidentiality of any and all such information that they may become privy to.

All information and documentation submitted to the County by potential purchasers is subject to both the provisions of the *Municipal Act* and *Municipal Freedom of Information and Protection of Privacy Act*, which provides avenues for both the protection of confidentiality and the release of information under the auspices of the Privacy Commissioner.

As set out in section B:2 in this EOI, the sealed envelopes of EOI Submissions will be opened at the Middlesex County Offices by the Administrator on Thursday, November 7, 2019 at approximately 1:00 p.m. The Administrator will proceed to review the submissions and draft a Closed Report for County Council's November 12, 2019 meeting. The EOI Submissions will then be considered by County Council in closed session during its November 12, 2019 meeting, justified by the *Municipal Act*, then the County Council shall rise and report in open session at its November 12, 2019 Council meeting and produce an aggregated report respecting the confidentiality of the EOI Submissions.

The County will to all extents possible, maintain the confidentiality of any information contained in Respondents' EOI Submissions clearly marked confidential, proprietary or as a trade secret pursuant to section 239(2)(c)(l) and (k) of the *Municipal Act* and sections 10-11 of *MFIPPA*, subject only to an Order of the Privacy Commissioner or Ontario to release information. The Respondent does hereby fully release and hold harmless the County, including its respective Warden, Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed upon any respondent as a result of the release of information contained in EOI, including proprietary, personal information or trade secrets in the event such information is ordered by the Privacy Commissioner of Ontario to be released.

11: Question Period

In the event any potential EOI Respondent has clarification question(s) with respect to the Properties, the requirements for the submission of an EOI Submission pursuant to this EOI, or the extent of Award provided for in this EOI, such questions must be submitted by e-mail to the Administrator (cao@middlesex.ca) on or

before Wednesday, October 23, 2019 at 12:00 p.m. Answers to all clarification questions will be provided in an Addendum, which will be posted on <http://www.middlesex.ca/> ONLY on Friday, October 25, 2019.

12: Addenda

The County reserves the right to revise this EOI up to the final date for the deadline for receipt of EOI Submissions (November 7, 2019 at 12:00 p.m.). Any necessary Addenda to this EOI will be posted on <http://www.middlesex.ca/> only. The County at its discretion may or may not change the date for submissions depending on the date and extent of any Addenda.

13: Requirements in any potential Agreement of Purchase and Sale with the County

Any Agreement of Purchase and Sale which may potentially arise from this EOI will require the inclusion of terms the County deems necessary or desirable in its sole discretion. Without limitation, the following standard County provisions will be required to be included in any Agreement of Purchase and Sale for vacant land:

i) Balance of Purchase Price

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

ii) "As Is, Where Is" Sale

The Buyer acknowledges and accepts that the property is being sold in "as is, where is" condition and there are no representations or warranties of any kind by the Seller and the Buyer does hereby fully release the Seller, its Warden, Councillors, officers, directors, employees, legal counsel and agents from any and all existing or future claims, suits, judgments, expenses, actions, causes of action, duties, liabilities, losses, costs or any liability however caused which is in any manner related to existing or future uses, permissions, zoning, building permits, environmental condition, soil condition, geotechnical condition, building condition, or archaeological clearances of the Properties.

iii) Endorsement in Counterparts

This Agreement of Purchase and Sale may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement. An executed copy of this Agreement sent by facsimile or email (in "pdf" format) shall be considered valid, binding and effective upon the undersigned.

iv) Independent Legal Advice

Each of the Parties hereby acknowledge that they have had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement of Purchase and Sale and where they have not done so, they have waived such right.

13: Timeline of EOI Events

Event	Date
Posting of EOI on www.middlesex.ca	Wednesday, October 16, 2019
Final date for submission of clarification questions (by 12:00 p.m.)	Wednesday, October 23, 2019
Posting of answers to clarification questions on www.middlesex.ca ONLY	Friday October 25, 2019
Deadline for receipt of EOI Submission envelopes (by 12:00 p.m.)	Thursday, November 7, 2019
EOI Submissions opening by Administrator (at approximately 1:00p.m.) for purposes of Drafting a Closed Report to Council	Thursday, November 7, 2019
EOI Consideration by County Council (in closed session at County Council Meeting)	Tuesday, November 12, 2019
Potential announcement of potential Award of negotiating opportunity (in open session at County Council Meeting)	Tuesday, November 12, 2019
EOI Submissions Feedback Period	Week of November 18, 2019



**EOI #ADM-2019-001 RESPONSE FORM (ACKNOWLEDGEMENT)
POTENTIAL SALE OF 50 KING ST. AND 399 RIDOUT ST. N.**

The Respondent declares through submitting an EOI Submission and by endorsing below, that:

1. I/We have read and understand Middlesex County EOI #ADM-2019-001, including all Addenda, and hereby agree to all of the Requirements, Terms and Conditions set out therein;
2. No person(s), firm or corporation other than the potential purchaser making an EOI Submission has any personal interest in a potential award pursuant to this EOI.
3. No member of County Council and no officer or employee of the County is or will become interested directly or indirectly as a potential contracting party, partner, shareholder, or surety with/for the potential purchaser and will not share in any portion of the profits from any potential Agreement of Purchase and Sale or in any monies derived therefrom.
4. The potential purchaser makes these EOI Submissions without any connection, comparison of figures, arrangements with, or knowledge of any other corporation, firm or person making EOI Submissions for the Properties and its EPI Submissions is in all respects made without collusion or fraud.
5. I/We understand that in submitting this EOI Submission, the highest Price proposed for the purchase of the Properties or any EOI Submission at all may not necessarily be accepted and that an award pursuant to this EOI is limited to the opportunity to negotiate a form of potential Agreement of Purchase and Sale with County Council.
6. I/We have read and understand the contents and requirements of this EOI and by endorsing below, confirm that the County has the legal right and ability to enforce the Requirements, Terms and Conditions of this EOI against the respondent and that the respondent is estopped from pleading or asserting otherwise in any action or proceeding.

Purchase Price Amount:

\$ _____

Exclusive of Harmonized Sales Tax, Land Transfer
Tax, and legal costs

Purchase Deposit:

\$ _____

Name of Potential Purchaser:

Name of Representative:

Address:

City:

Telephone:

E-mail:

Signature:

I have authority to bind the _____ (insert business type)

Date:
